AWARD/CONTRACT					ract Is A Rated Orde AS (15 CFR 700)			Rating DOA4	Page 1	Page 1 Of 27	
2. Con	tract (Proc. II	nst. Ident) No.		ective Da	`	700)	4. Req	uisition/Purchase Req	uest/Project No.		
W56HZ	V-04-D-0228	}		2	004AUG25			SEE S	SCHEDULE		
5. Issue			Code	W56HZV			(If Othe	r Than Item 5)	Со	de S3912A	
	WARREN			WSOILEV		CENTRAL PE				5551211	
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		586)574-5502			SUITE	201					
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e-mail	address: CA	AMPANES@TACOM.ARMY.MIL				SCD	O C P	AS NONE	ADP PT HQ03	37	
7. Nam	e And Addre	ss Of Contractor (No. Street, C	ity, County,	State, And	d Zip Code	e) 8	. Delivery	7			
JLG I	NDUSTRIES,	INC					FOI	3 Origin X Other	(See Below) SEE	SCHEDULE	
	DRIVE					9	Discoun	t For Prompt Paymen	it		
MCCON	NELLSBURG F	PA, PA. 17233-9533									
						1	0. Submi	t Invoices		Item	
TYPE	BUSINESS: I	arge Business Performing	in U.S.					Unless Otherwise Spec		12	
Code			Facility Co	de		Т	To The Ad	ldress Shown In:			
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<u>x</u> 1	0 U.S.C. 2304	(c)(1 ) 41 U.S.C	. 253(c)(	)							
	. Item No.	15B. Schedule Of Sup	plies/Services	8	15C. Qu		15D. Un	it 15E. Unit Price	e 15F. A	Amount	
SEE S	CHEDULE	CONTRACT TYPE: Firm-Fixed-Price				D OF CONTI ervice Co					
		Time-and-Materie	ls								
Cor	ntract Expi	ration Date: 2008JUN30				15G. T	Total Amo	ount Of Contract	\$0.00		
					able Of Co	ntents					
( <b>X</b> )	Section	Description Description		Page(s)	(X)	Section	C	Descriptio	n	Page(s)	
Х	A	Part I - The Schedule Solicitation/Contract Form		1	X	Part II - 0	_	act Clauses		23	
Х	B	Supplies or Services and Price	es/Costs	3				Oocuments, Exhibits, A	nd Other Attach	ments	
Х	C	Description/Specs./Work Stat		13	Х	J		f Attachments	and Other Hunch	27	
	D	Packaging and Marking			_	·		tations And Instruction	ons		
Х	E	Inspection and Acceptance		17		K		sentations, Certification			
Х	F	Deliveries or Performance		18				Statements of Offeror			
Х	G	Contract Administration Data	1	19		L	Instrs	., Conds., and Notices	to Offerors		
Х	Н	Special Contract Requiremen	ts	20		M	Evalu	ation Factors for Awa	rd		
		Cont	racting Offic	er Will C	Complete It	tem 17 Or 1	8 As App	licable			
		s Negotiated Agreement (Cor			18. 🗌 Av	ward (Conti	ractor is 1	not required to sign th	is document.) Yo	our offer on	
-		document and return 2 signe				on Number			ncluding the addi		
_		tractor agrees to furnish and de ervices set forth or otherwise id			_			dditions or changes ards listed above and on a			
-		tion sheets for the consideratio			•	-		act which consists of t	•		
	•	ations of the parties to this con						and your offer, and (b		, ,	
•	0	ned by the following document			further co	ontractual d	document	is necessary.			
		the solicitation, if any, and (c) s tifications, and specifications, a									
		reference herein. (Attachments		u							
herein.	)										
19A. N	ame And Titl	e Of Signer (Type Or Print)				ne Of Contr		ficer			
						HECK-SANCH KSAJ@TACON		IL (810)574-8283			
19B. N	ame of Contr	actor	19c. Date S	igned		ed States O			20C. Dat	e Signed	
				0						_	
Ву					Ву		SIGNED/		2004AUG	±45	
	gnature of pe	erson authorized to sign)			(Sign 25-106	nature of Co	ontractin	,	n 26 (Roy 4-85)		
INSIN 7	MILLION - 157-86	inv			/3-106			standard korn	a (6 LE/OV /L-X5)		

CONTINUATION SHEET	Reference No. of Document Bei	Page 2 of 27	
CONTINUATION SHEET	PIIN/SIIN W56HZV-04-D-0228	MOD/AMD	

Name of Offeror or Contractor: JLG INDUSTRIES, INC

SECTION A - SUPPLEMENTAL INFORMATION

The Contractor's Subcontracting Plan dated July 19, 2004 is hereby incorporated into the contract by reference.

\*\*\* END OF NARRATIVE A 001 \*\*\*

### Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-D-0228

MOD/AMD

**Page** 3 **of** 27

TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
	SUPPLIES OR SERVICES AND PRICES/COSTS:				
	IN THE FOUR DIGIT ITEM NUMBERS				
	(CLINS) THAT FOLLOW, THE NUMBERING SYSTEM				
	THAT IS USED IS AS FOLLOWS:				
	THE FIRST THREE DIGITS SIGNIFY ITEM AND				
	THE FOURTH (LAST) DIGIT SIGNIFIES THE				
	APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING				
	YEAR, CLIN 0012 IS FOR THE FIRST ITEM -				
	SECOND ORDERING YEAR, CLIN 0013 IS FOR THE				
	FIRST ITEM - THIRD ORDERING YEAR, ETC.				
	THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH				
	PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER				
	IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g.				
	0016 (5 YEAR LONG TERM CONTRACT) OR 0014				
	(3 YEAR LONG TERM CONTRACT). IF MORE THAN				
	ONE ITEM IS BEING PROCURED, THE NUMBERS WILL				
	BE 0026 OR 0024 DEPENDING ON THE LENGTH OF THE LONG TERM CONTRACT.				
	THE FOLLOWING DEFINITIONS APPLY TO THE				
	ENTIRE SOLICITATION AND RESULTING CONTRACT:				
	FIRST ORDERING YEAR OF THE CONTRACT IS THE DATE				
	OF AWARD PLUS 364 DAYS.				
	SECOND ORDERING YEAR OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.				
	THIRD ORDERING YEAR OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.				
	NOTE: THE DRIGE ADDITIONS TO AN INDIVIDUAL				
	NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN				
	WHICH THE ORDER IS ISSUED. THE DELIVERY DATE				
	DOES NOT DETERMINE THE ORDERING YEAR.				
	(7-1-5				
	(End of narrative A001)				
	CLINS 0011, 0012, 0013, 0031, 0032, AND 0033				
	ARE FIRM-FIXED PRICE CLINS				
	CLINS 0021, 0022, 0023, 0041, 0042, AND 0043  ARE TIME-AND-MATERIALS CLINS.				
	TOTAL MATERIAL EQUALS THE FOLLOWING:				
	MATERIAL FOR THESE CLINS IS THE PRICES FROM				
			1		

## Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-D-0228 MOD/AMD

**Page** 4 of 27

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	THE CONTRACTOR'S YEAR 2004 MAPICS DATABASE				
	PLUS 2.2% FOR CLINS 0021 AND 0041; PLUS 5.2%				
	FOR CLINS 0022 AND 0042; PLUS 8.2% FOR CLINS 0023 AND 0043. MATERIAL OVERHEAD FOR ALL				
	CLINS IS APPLIED AT RATE OF 3.9%				
	TOTAL LABOR EQUALS THE FOLLOWING:				
	TOTAL LABOR FOR CLINS 0021 AND 0041 IS ACTUAL				
	LABOR HOURS AT LABOR RATE OF \$16.80, PLUS				
	APPLICATION OF MANUFACTURING OVERHEAD AT 179%,				
	GENERAL AND ADMINISTRATIVE AT 12.8%, AND PROFIT AT 10%				
	TOTAL LABOR FOR CLINS 0022 AND 0042 IS ACTUAL				
	LABOR HOURS AT LABOR RATE OF \$17.47, PLUS				
	APPLICATION OF MANUFACTURING OVERHEAD AT 168%,				
	GENERAL AND ADMINISTRATIVE AT 12.2%, AND PROFIT AT 10%				
	TOTAL LABOR FOR CLINS 0023 AND 0043 IS ACTUAL				
	LABOR HOURS AT LABOR RATE OF \$18.17, PLUS				
	APPLICATION OF MANUFACTURING OVERHEAD AT 168%, GENERAL AND ADMINISTRATIVE AT 12.2%, AND				
	PROFIT AT 10%				
	CLINS 0051, 0052, AND 0053 ARE TIME-AND-				
	MATERIALS CLINS FOR TRANSPORTATION OF ATLAS				
	AND 6000M RESET VEHICLES TO AND FROM				
	GOVERNMENT SITES. THE CONTRACTOR IS AUTHORIZED TO BILL FOR ACTUAL SHIPPING COSTS				
	ONLY.				
	(End of narrative A002)				
0011	FIRST ORDERING YEAR - ATLAS CORE		EA	\$ 18,345.33000	
	NSN: 3930-01-417-2886				
	NOUN: ATLAS RESET - CORE FSCM: 19207				
	PART NR: 10000M				
	SECURITY CLASS: Unclassified				
	Firm-Fixed Price CORE effort per Section C				
	(Scope Of Work) and Attachments 001 through				
	006				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	INSTRUCTION. STIGHT ACCEPTANCE. UTIGHT				
	FOB POINT: Destination				

## Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-D-0228 MOD/AMD

**Page** 5 **of** 27

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	SECOND ORDERING YEAR - ATLAS CORE		EA	\$ 18,555.72000	
	NSN: 3930-01-417-2886  NOUN: ATLAS RESET - CORE  FSCM: 19207  PART NR: 10000M  SECURITY CLASS: Unclassified				
	Firm-Fixed Price CORE effort per Section C (Scope Of Work) and Attachments 001 through 006				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0013	THIRD ORDERING YEAR - ATLAS CORE		EA	\$ 19,175.03000	
	NSN: 3930-01-417-2886 NOUN: ATLAS RESET - CORE FSCM: 19207 PART NR: 10000M SECURITY CLASS: Unclassified				
	Firm-Fixed Price CORE effort per Section C (Scope Of Work) and Attachments 001 through 006				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0021	FIRST ORDERING YEAR - ATLAS AWE		EA	\$ 13,195.18000	

## Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-D-0228 MOD/AMD

Page 6 of 27

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NSN: 3930-01-417-2886  NOUN: ATLAS RESET - ADD'L WK EFFORT  FSCM: 19207  PART NR: 10000M  SECURITY CLASS: Unclassified				
	Repair and Overhaul actions beyond the CORE effort.  Time-and-Materials effort to perform up to the maximum amount established in the contract per Section H clause H-12.  Performance to be done at same time as the CORE effort.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0022	SECOND ORDERING YEAR - ATLAS AWE		EA	\$ 13,503.08000	
	NSN: 3930-01-417-2886  NOUN: ATLAS RESET - ADD'L WK EFFORT  FSCM: 19207  PART NR: 10000M  SECURITY CLASS: Unclassified				
	Repair and Overhaul actions beyond the CORE effort.  Time-and-Materials effort to perform up to the maximum amount established in the contract per Section H clause H-12.  Performance to be done at same time as the CORE effort.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

### Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-D-0228

MOD/AMD

Page 7 of 27

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination				
0023	THIRD ORDERING YEAR - ATLAS AWE		EA	\$ 13,917.87000	
	NSN: 3930-01-417-2886  NOUN: ATLAS RESET - ADD'L WK EFFORT  FSCM: 19207  PART NR: 10000M  SECURITY CLASS: Unclassified				
	SECORITI CLASS. GICLASSITICA				
	Repair and Overhaul actions beyond the CORE effort.  Time-and-Materials effort to perform up to the maximum amount established in the contract per Section H clause H-12.  Performance to be done at same time as the CORE effort.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0031	FIRST ORDERING YEAR - 6000M CORE		EA	\$ <u>17,744.94000</u>	
	NSN: 3930-01-158-0849 NOUN: 6000M RESET - CORE FSCM: 19207 PART NR: 6000M SECURITY CLASS: Unclassified				
	Firm-Fixed Price CORE effort per Section C (Scope Of Work) and Attachments 001 through 006				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

## Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-D-0228 MOD/AMD

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Page 8 of 27

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination				
0032	SECOND ORDERING YEAR - 6000M CORE		EA	\$ 17,948.47000	
	NSN: 3930-01-158-0849 NOUN: 6000M RESET - CORE FSCM: 19207 PART NR: 6000M SECURITY CLASS: Unclassified				
	Firm-Fixed Price CORE effort per Section C (Scope Of Work) and Attachments 001 through 006				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0033	THIRD ORDERING YEAR - 6000M CORE		EA	\$ 18,547.50000	
	NSN: 3930-01-158-0849 NOUN: 6000M RESET - CORE FSCM: 19207 PART NR: 6000M SECURITY CLASS: Unclassified				
	Firm-Fixed Price CORE effort per Section C (Scope Of Work) and Attachments 001 through 006				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				

#### Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-D-0228 MOD/AMD

**Page** 9 **of** 27

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	FIRST ORDERING YEAR - 6000M AWE		EA	\$ 13,195.18000	
	NSN: 3930-01-158-0849 NOUN: 6000M RESET-ADD'L WORK EFFORT FSCM: 19207 PART NR: 6000M SECURITY CLASS: Unclassified				
	Repair and Overhaul actions beyond the CORE effort.  Time-and-Materials effort to perform up to the maximum amount established in the contract per Section H clause H-12.  Performance to be done at same time as the CORE effort.  (End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination				
0042	SECOND ORDERING YEAR - 6000M AWE		EA	\$ 13,503.08000	
	NSN: 3930-01-158-0849 NOUN: 6000M RESET-ADD'L WORK EFFORT FSCM: 19207 PART NR: 6000M SECURITY CLASS: Unclassified				
	Repair and Overhaul actions beyond the CORE effort.  Time-and-Materials effort to perform up to the maximum amount established in the contract per Section H clause H-12.  Performance to be done at same time as the CORE effort.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance				

## Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-D-0228 MOD/AMD

Page 10 of 27

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0043	THIRD ORDERING YEAR - 6000M AWE		EA	\$ 13,917.87000	
	NSN: 3930-01-158-0849				
	NOUN: 6000M RESET-ADD'L WORK EFFORT				
	FSCM: 19207 PART NR: 6000M				
	SECURITY CLASS: Unclassified				
	Repair and Overhaul actions beyond the CORE				
	effort. Time-and-Materials effort to perform up to				
	the maximum amount established in the				
	contract per Section H clause H-12.				
	Performance to be done at same time as the CORE effort.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0051	FIRST ORDERING YEAR - TRANSPORTATION		EA	\$ 2,683.74000	
	NOUN: ATLAS/6000M TRANSPORTATION				
	SECURITY CLASS: Unclassified				
	Time-and-Materials effort				
	In accordance with Section C (Scope of Work) paragraphs C.2.1, C.2.2, and C.2.3				
	(End of narrative B001)				
	(End of narrative Boot)				
	Packaging and Marking				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				

## Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-D-0228 MOD/AMD

Page 11 of 27

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination				
0052	SECOND ORDERING YEAR - TRANSPORTATION		EA	\$2,761.57000	
	NOUN: ATLAS/6000M TRANSPORTATION SECURITY CLASS: Unclassified				
	Time-and-Materials effort				
	In accordance with Section C (Scope of Work) paragraphs C.2.1, C.2.2, and C.2.3				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
053	THIRD ORDERING YEAR - TRANSPORTATION		EA	\$ 2,841.66000	
	NOUN: ATLAS/6000M TRANSPORTATION SECURITY CLASS: Unclassified				
	Time-and-Materials effort				
	In accordance with Section C (Scope of Work) paragraphs C.2.1, C.2.2, and C.2.3				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
071	CONTRACT DATA REQUIREMENTS				
	SECURITY CLASS: Unclassified				

## Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-D-0228 MOD/AMD

Page 12 of 27

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A001	CONTRACTOR PROGRESS, STATUS & MGT REPORT			\$** NSP **	\$** NSP **
	NOUN: STATUS REPORT SECURITY CLASS: Unclassified				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
A002	SCIENTIFIC AND TECHNICAL REPORTS			\$** NSP **	\$** NSP **
	NOUN: CAR & AWE REPORTS SECURITY CLASS: Unclassified				
	Inspection and Acceptance INSPECTION: Destination				

#### Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0228

MOD/AMD

Page 13 of 27

Name of Offeror or Contractor: JLG INDUSTRIES, INC

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SCOPE OF WORK FOR RESET OF ATLAS AND 6000M 6KVRRTFL

- C.1 The following scope of work pertains to Army Materiel Commands (AMCs) RESET (Inspection, maintenance and repair as necessary) program for the All Terrain Lifter Army System) 10,000 Lb.capacity rough terrain forklift and the 6000M 6KVRRTFL (6,000 Lb. Capacity Variable Reach Rough Terrain forklift). Included are two portions of work effort, firm-fixed price and time and materials. The firm-fixed price effort is reflected in Section B, CLINs 0011, 0012, 0013 and CLINs 0031, 0032, and 0033 for ATLAS and 6000M vehicles respectively. The time-and-materials effort is reflected in Section B, CLINs 0021, 0022, 0023 and CLINs 0041, 0042, 0043 for ATLAS and 6000M vehicles respectively. The requirements for these discreet portions of the work are set forth in paragraphs C.3 and C.4 below.
- C.1.1 Requirements and procedures of the following documents are applicable to both the CORE and AWE portions of this scope of work:
- C.1.1.1 The Army technical manuals and lubrication orders (Attachment 001), and technical bulletins below

e. TM 10-3930-660-24P 30 March 1993 (Unit, Direct Support and General Support Maintenance Repair Parts and Special Tool List)

f. LO 10-3930-660-12 30 March 1993 (Lubrication Order)

UNIVERSAL TBs: (applicable to both 6000M and ATLAS)

- a. TB 42-0242 CARC Spot Painting (Attachment 002)
- b. TB 43-0221-2 Delayed Desert Damage, Special Maintenance Procedures for Tactical, Combat and Special Purpose Equipment ( see APP A for a thorough list of references) (Attachment 003)
- C.1.1.2 The contractors Operational/Functional inspection document for ATLAS at Attachment 004 and 6000M at Attachment 005.
- C.1.1.3 The contractors Mandatory Repair Parts List located at Attachment 006 specifying all parts that must be replaced as part of the CORE effort under the contract.
- C.1.2 It is understood by the contractor that, although no order of precedence is established in this instrument for the documents enumerated in C.1.1 above, all vehicles, upon redelivery, must be fully mission capable. Fully mission capable is defined as meeting all standards and requirements of each vehicles respective Army technical manual. It is further understood by the contractor that each vehicle, upon redelivery, shall meet the collective requirements, standards, and procedures of all the documents set forth at Attachments 001 through 006 of this contract.
- C.2 RESET PROCESS
- C.2.1 The Government will identify vehicles to be inducted into the Reset Program by issuing one or more delivery orders. The vehicles will be provided the contractor on an as is basis; some may not be capable of being driven. The government will inform the contractor of any vehicles that are so inoperable within 10 days of the date an order is issued. The contractor shall pick-up the vehicles at designated government sites and transport them to the contractor Reset facility at JLG Industries, McConnellsburg, PA.
- C.2.2 Seven calendar days prior to the planned arrival of their transportation personnel, the contractor shall notify the government POC's identified in the contract delivery order to firmly fix the exact time and place of vehicle pick up/delivery and transportation. The Reset vehicles shall be picked up within 30 days of delivery orders being received, unless mutually agreed upon by the government and contractor. The contractor shall make all arrangements related to loading and transporting vehicles, including vehicle operation and any disassembly that may be required. The delivery schedule for completion of work shall be specified in individual delivery orders, and shall be based on the number of vehicles ordered for service per delivery order. The contractor shall have 15 days from the date of taking delivery of any given vehicle to submit a request for authorization to perform additional work pursuant to provision C.4.1, should the contractor recommend such work that will exceed the estimated price at CLINs 0021, 0022, and 0023 for ATLAS and 0041, 0042, and 0043 for 6000M. In any event, the contractor shall redeliver the vehicle to the designated unit within 60 days of taking delivery thereof, or within 60 days of receiving authorization from the government to perform additional work, whichever is later.

#### Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0228

MOD/AMD

Page 14 of 27

Name of Offeror or Contractor: JLG INDUSTRIES, INC

C.2.3 Inasmuch as vehicle destinations are not known at the time of contract, vehicle loading and unloading at the government and contractor facilities, respectively, along with any contractor employee expense to supervise same, is part of the firm-fixed price Core effort. Vehicle shipping to and from government locations by contracted carrier, however, will be accomplished on a time-and-materials basis as shown at CLINs 0051, 0052, and 0053, but based on the actual shipping charges incurred.

FIRM-FIXED PRICE EFFORT -

#### C.3 CORE WORK

- C.3.1 Core Effort. The core effort of work hereunder shall consist of a visual inspection of all preventative maintenance checks and services prescribed by documents set forth at Attachments 001 through 006, the contractors operational/functional testing at Attachment 004 and 005; replacement of parts as specified in Attachment 006; and contractor responsibilities specified at provision C.2 above, except for actual AWE effort performed in accordance with provision C.4 below.
- C.3.2 Upon receipt of the vehicle by the contractor, each vehicle shall be identified by model number and serial number.
- C.3.3 Inspections. The contractor shall examine each vehicle using its best available diagnostic, inspection, and testing techniques to conduct the analyses and inspections set forth in the preventative maintenance checks and services (Attachments 001 through 006); and the contractors operational/functional testing at Attachments 004 and 005. Each vehicle shall be thoroughly inspected for work that will be required to return that vehicle to the current approved configuration, in accordance with the documents set forth at Attachments 001 through 006. All vehicles and assemblies will be disassembled to the extent necessary to determine that components meet the requirements specified in this statement of work.
- C.3.4 Mandatory Parts Replacement And Scheduled Oil Sampling. All components and parts shall be replaced in accordance with the parts list at Attachment 006. Only grease, oil, and antifreeze complying with the applicable military manuals, may be used. Under no circumstances shall the contractor reuse drained fluids or lubricants. The contractor shall perform scheduled oil sampling for the engine, transmission, main hydraulic system, and vehicle axles of each vehicle to determine whether additional work effort in accordance with provision C.4 will be required to rectify imminent failures for any infiltrated parts or components.
- C.3.5 CARC Paint. Contractor will inspect paint finish on each vehicle for deep scratches, scratches and dents that go to the bare metal, bare metal, rust, corrosion, loose paint, flaking paint, and paint that is scaling. Repairs will be made using TB 43-0242, CARC Spot Painting, Section 5. Contractor will spot-paint the vehicle (touch-up) for the above defects using primary color of the vehicle, i.e, if the vehicle is three-color camouflage green, then green is the touch-up color even in the areas that are black or brown. If the vehicle is tan, then the touch-up color is tan.
- C.3.6 Nonrepairable Vehicles. The contractor shall not proceed with the Reset effort for a vehicle if the vehicle frame is cracked or bent to such a degree that it requires replacement. The contractor shall notify the PCO if the above condition exists. The PCO will make a determination whether to proceed with Reset on that vehicle. The PCO may amend the delivery order, striking that vehicle serial number from the list and deobligating the funds associated with the Reset of that vehicle. The contractor will be paid for all transportation, assembly/disassembly inspection and cleaning costs incurred for that vehicle. At its option, the government may substitute another vehicle from its fleet in place of the rejected vehicle. Disposal instructions will be provided for any vehicle removed from the Reset program.
- C.3.7 Required Publications. If the contractor requires any manuals, military specifications, and other reference material required to accomplish the inspection, maintenance, and repairs, they will notify the government within 30 days of starting repair on the first machine on delivery order 0001.
- C.3.8 Disposition Of Unserviceable Major Components. Unserviceable engines: the value of engine cores returned by the contractor to engine manufacturer will be credited to the contract; Unserviceable transmissions, front and rear axles will be segregated, cleaned, and packed prior to transport back to a government supply activity. This effort will be coordinated with the Contracting Officer.
- C.3.9 Disposition of Replaced Parts. For a period of 10 days, starting on the date the government inspector signs the DD250 or other appropriate acceptance document; the contractor shall keep on hand all parts removed from the Reset vehicles. During that time period, the contractor shall permit government inspectors to examine and take possession of any of those parts upon request.
- C.3.10 Disposition of Parts Removed from Vehicles: The contractor will be responsible for safely disposing of all parts removed from the vehicles during the reset process in accordance with federal, state, and local laws and ordinances. All reparable unserviceable components with a value greater than \$100.00 shall be reviewed by the QAR prior to scrapping the item.
- C.3.11 Status Report. The contractor shall furnish a monthly status report to the government showing the work in progress and a summary of work completed. The report shall include delivery order numbers; vehicle serial numbers; vehicle attachments (if any); military locations; actual pick-up dates; AWE approved amounts and dates of approval; date inspector notified; actual completion dates; inspection completion dates; vehicle return dates; core invoice amounts; core invoice dates; AWE invoice amounts, AWE invoice dates; and, invoice totals. The contractor shall provide the report in accordance with CDRL A001.

#### Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0228

MOD/AMD

Page 15 of 27

Name of Offeror or Contractor: JLG INDUSTRIES, INC

C.3.12 Final Inspection of Reset Vehicles. Forty-eight hours before a Reset vehicle is ready for final inspection, the contractor shall notify the Defense Contract Management Area Office for McConnellsburg, PA. The contractors operational/functional acceptance test document (Attachment 004 for ATLAS and 005 for 6000M) will be used for final acceptance testing. Upon successful completion of this testing, the government inspector will sign the DD250 or other appropriate acceptance document for each vehicle.

- C.3.13 Condition Assessment Reports. The contractor shall prepare condition accessment reports (CAR) and additional work effort (AWE) reports for each vehicle it inspects in accordance with CDRL A002. The contractor shall submit AWE reports regardless of the level of work it recommends, and without regard to whether work will exceed the estimated cost set forth in CLINs 0021, 0022, and 0023 for ATLAS and 0041, 0042, and 0043 for 6000M. Each report shall contain, at a minimum:
- C.3.13.1 (CAR). All identifying vehicle information in accordance with commercial practices including end item serial numbers and system nomenclatures, and a condition summary of each vehicle which lists the repairs necessary, as well as the likely cause of the failure (such as wear and tear, improper lubrication, improper training, etc.).
- C.3.13.2 (Summary AWE). The Summary AWE is the cover sheet for the individual AWE/CAR submission. It summarizes the individual areas of each machine and the additional expense associated with them. For example, Engine, Transmission, Electrical and Radiator/Cooling would be areas highlighted. Costs for parts, labor hours and other (misc.) for each of these areas are listed.
- C.3.13.3 (Detailed AWE) The Detailed AWE report, includes the items that make up the AWE and CAR. This would include the individual parts listed along with pricing information, as well as text to define the reason(s) for the repair/replacement. This is submitted to TACOM for their review and approval as defined in the contract. PCO approval of the AWE/CAR Detail Submission will provide authorization for the contractor to complete the Reset of that vehicle. The Detailed AWE report shall include, as a minimum:
- C.3.13.3.1 All identifying vehicle information in accordance with commercial practices including end item serial number, system nomenclature, National Stock Number (NSN) and US Army system registration number.
- C.3.13.3.2 A list of repair actions which are needed for the vehicle, including part numbers and description. The contractor shall include in the report the estimated cost of material, labor, and any additive prime contractor overheads and markups to perform the repair actions needed. The contractor shall price the total effort.
- C.3.14 Project Management. The contractor shall establish and maintain management operations for the reset of the 6000M 6KVRRTFL & ATLAS 10K. Project Management consists of those activities required to plan, direct and control the reset process of the 6000M 6KVRRTFL & ATLAS 10K. Those activities include organizing and directing all work to accomplish the objectives of this SOW and identifying impending problems relating to technical and delivery schedules.
- C.3.15 Integrated Process Team (IPT) Management Philosophy: A joint contractor/Government IPT shall be established to serve as the primary management vehicle for monitoring the status of the 6000M 6KVRRTFL & ATLAS 10K Reset program. All functional areas shall be included in the IPT, with sub IPTs as appropriate. The overall Management IPT shall serve as a means of coordination, monitoring schedule and contract performance, and directing the sub IPTs. The Management IPT shall ensure compliance with regulatory and contractual requirements. No changes to the contract are authorized without the written approval of the Contracting Officer.
- C.3.16 Start of Work Meeting. The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 15 days after the award of the first delivery order. The contractor shall at a minimum invite the Contracting Officer and the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The CO, Contract Specialist, and ACO shall be given at least 7 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.
- C.3.17 Requests for Deviations:
- C.3.17.1 The Contractor may submit requests for relief from a particular contract requirement without effecting a change to the applicable technical data. These requests shall be submitted in the form of Request for Deviations (RFDs) in accordance with Data Delivery Description (DDD)- Request for Deviation (RFD). This DDD can be found at: http://contracting.tacom.army.mil/engr/engrchange>. An RFD form suitable for contractor's use can also be found at this web site. The RFD(s) shall be submitted electronically to the buyer with copies to the ACO and government QAR.
- C.3.17.2 The ACO will provide comments to the buying office within 10 calendar days of receipt of the RFD. We will make a decision on the RFD within 30 days from the date we receive them from the ACO.
- C.3.17.3 Changes resulting from RFDs shall be incorporated into production through contract modification.

TIME-AND-MATERIALS EFFORT -

- C.4 ADDITIONAL WORK EFFORT (AWE)
- C.4.1 In recognition of the fact that all repairs necessary to repair and rework vehicles as required under this contract cannot be

#### Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0228

MOD/AMD

WOD/AWD

Page 16 of 27

Name of Offeror or Contractor: JLG INDUSTRIES, INC

determined prior to delivery of vehicles to the contractor, CLINs 0021, 0022, and 0023 for ATLAS and 0041, 0042, and 0043 have been established to allow for work beyond what is specified in provision C.3 hereunder, but what is required to bring vehicles up to standards and requirements with documents set forth at Attachments 001 through 006 of this contract. The estimated amount for AWE is set forth in the CLINs, and work beyond that amount may not be performed by the contractor except as specifically authorized by the contracting officer pursuant to the terms of Special Provision H-12. Unauthorized work shall be at the contractor's expense. Transportation of Reset vehicles to and from designated CONUS sites is the contractor's responsibility.

C.4.2 AWE shall be performed at the same time as the Core effort, or at such time as the contractor finds that this work is most efficiently integrated into its regular work processes. In no event, however, shall performance of AWE exceed delivery limitations expressed elsewhere herein. As set forth at provision C.3.13.3 above, all work to be performed shall be described in the AWE report required by provision C.3.13 and CDRL A002.

\*\*\* END OF NARRATIVE C 001 \*\*\*

#### Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0228

MOD/AMD

Page 17 of 27

Name of Offeror or Contractor: JLG INDUSTRIES, INC

SECTION E - INSPECTION AND ACCEPTANCE

(TACOM)

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIESFIXED-PRICE	AUG/1996
E-2	52.246-3	INSPECTION OF SUPPLIES - COST REIMBURSEMENT	MAY/2001
E-3	52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG/1996
E-4	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984
E-5	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-6	52.246-4028 (TACOM)	INSPECTION POINT: ORIGIN	FEB/1994

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S F	PLANT:						_
		(Name)					
		(Address)	(City)	(County)	(State)	(Zip)	
SUBCONTRACTOR'	'S PLANT:						
		(Name)					
		(Address)	(City)	(County)	(State)	(Zip)	
				[End of Clause	]		
-7 52.	. 246-4029	ACCEPTANCE I	POINT: ORIGIN				

We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

[End of Clause]

-CON	ITINU	ATION	SHEET

#### Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0228

MOD/AMD

Page 18 of 27

Name of Offeror or Contractor: JLG INDUSTRIES, INC

SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP WORK ORDER(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-48	F.O.B. DESTINATIONEVIDENCE OF SHIPMENT (DEVIATION)	FEB/1999
F-5	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTSSHIPMENTS TO DOD AIR OR	APR/1984
		WATER TERMINAL TRANSSHIPMENT POINTS	

#### Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0228

MOD/AMD

Page 19 of 27

Name of Offeror or Contractor: JLG INDUSTRIES, INC

SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite \_\_\_\_\_ Title \_\_\_\_\_ Date

G-1 52.242-4016 (TACOM)

4016 COMMUNICATIONS

MAY/2000

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: To Be Determined e-mail: To Be Determined

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Mr. Raymond A. Gruber III e-mail: Ray.Gruber@dcma.mil

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2 52.227-4004 RELEASE OF INFORMATION (TACOM)

OCT/2003

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360\_1.pdf .

[End of clause]

\* \* \*

#### Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0228

MOD/AMD

Page 20 of 27

Name of Offeror or Contractor: JLG INDUSTRIES, INC

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-2	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-3	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H - 4	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-5	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-6	252.246-7001	WARRANTY OF DATA	DEC/1991
H-7	52.216-18	ORDERING	OCT/1995

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Contract Award through Three Years from Date of Contract Award
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered <u>issued</u> when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

H-8 52.216-19 ORDER LIMITATIONS

OCT/1995

- (a) <u>Minimum order</u>. When the Government requires supplies or services covered by this contract in an amount of less than 1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
  - (b) Maximum order. The Contractor is not obligated to honor--
    - (1) Any order for a single item in excess of 40.
    - (2) Any order for a combination of items in excess of 40.
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

H-9 52.216-21 REQUIREMENTS

OCT/1995

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
  - (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services

#### Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0228

MOD/AMD

Name of Offeror or Contractor: JLG INDUSTRIES, INC

specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after four and one-half (4 1/2) years after Contract Award.

[End of Clause]

52.204-4005

REQUIRED USE OF ELECTRONIC CONTRACTING

JUN/2004

Page 21 of 27

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr.gov/ . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards\_official.htm Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm Red River Army Depot: http://www.redriver.army.mil/contracting/Awards

Anniston Army Depot: http://www.anadprocnet.army.mil

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
- (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:
  - (1) Microsoft\* 2002 Office Products (TACOM can currently read Office 2002\* and lower.): Word, Excel, Powerpoint, or Access
  - (2) 100 or 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM
  - E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acgcenweb@tacom.army.mil or by calling (586) 574-7059.

#### Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0228

MOD/AMD

Name of Offeror or Contractor: JLG INDUSTRIES, INC

[End of Clause]

H-11 52.246-4026

LOCAL ADDRESSES FOR DD FORM 250

JAN/2002

Page 22 of 27

(TACOM)

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
  - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
  - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://web1.whs.osd.mil/icdhome/DD-0999.htm

#### [End of Clause]

H-12 ESTIMATED COST AND APPROVAL - CONTRACTOR REQUIRED APPROVAL AUTHORITY -

As set forth in CLIN 0021 and 0041 of Section B, the contractor is authorized to perform additional work effort at an estimated cost of \$13,195.18 for ATLAS and \$13,195.18 for 6000M, inclusive of fee, for each of the vehicles ordered under Delivery Order 0001 of each configuration specified at C.1 herein. Accordingly, for any work beyond that amount, the contractor must submit a request for approval of the same to the PCO. The Contracting Officer shall determine if the AWE is reasonable and acceptable and shall either approve or disapprove the request within 20 working days of receiving the request from the contractor. Contractor performance of any AWE over the amount specified in CLINs 0021 and 0041 without specific approval of the contracting officer shall be at the contractor's expense. The AWE Transportation costs are not part of this Required Approval Authority.

H-13 RENEGOTIATION: The prices set forth in section B of this contract are only for the vehicles to be Reset under Delivery Order 0001. The Government will renegotiate both the Core and AWE portion of this contract beginning with Delivery Order 0002 no later than 45 days after completion of the vehicles under Delivery Order 0001.

\*\*\* END OF NARRATIVE H 001 \*\*\*

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#### Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0228

MOD/AMD

Page 23 of 27

Name of Offeror or Contractor: JLG INDUSTRIES, INC

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://farsite.hill.af.mil/

#### [End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-17	52.215-13	SUBCONTRACTOR COST OR PRICING DATA MODIFICATIONS	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-19	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-20	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-21	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-22	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-24	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-25	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-26	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-27	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACTOVERTIME COMPENSATION	SEP/2000
I-28	52.222-19	CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-29	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-30	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-31	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-32	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-33	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-34	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-35	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-36	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-37	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-38	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-39	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-40	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	APR/2003
I-41	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-42	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-43	52.232-1	PAYMENTS	APR/1984
I-44	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-45	52.232-11	EXTRAS	APR/1984
I-46	52.232-17	INTEREST	JUN/1996
I-47	52.232-20	LIMITATION OF COST	APR/1984
I-48	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-49	52.232-25	PROMPT PAYMENT	OCT/2003

#### Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0228

MOD/AMD

Page 24 of 27

Name of Offeror or Contractor: JLG INDUSTRIES, INC

	Regulatory Cite	Title	Date
I-50	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-51	52.233-1	DISPUTES	JUL/2002
I-52	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-53	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-54	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-55	52.242-13	BANKRUPTCY	JUL/1995
I-56	52.243-1	CHANGESFIXED-PRICE	AUG/1987
I-57	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-58	52.245-19	GOVERNMENT PROPERTY FURNISHED AS-IS	APR/1984
I-59	52.247-63	PREFERENCE FOR U.SFLAG AIR CARRIERS	JUN/2003
I-60	52.248-1	VALUE ENGINEERING	FEB/2000
I-61	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-62	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-63	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-64	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT- RELATED FELONIES	MAR/1999
I-65	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-66	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER	NOV/1995
		THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	
I-67	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE	MAR/1998
		GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal	
		Register 27 Mar 98	
I-68	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-69	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-70	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-71	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS	APR/1996
		SUBCONTRACTING PLAN (DOD CONTRACTS)	
I-72	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-73	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-74	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-75	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-76	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-77	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC	SEP/2001
		ENTERPRISES	
I-78	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-79	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-80	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-81	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD	MAR/2000
		CONTRACTS)	
I-82	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-83	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	JUL/2004

- (a) Definitions. As used in this clause--
  - (1) "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.
- (2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

- (1) The contractor shall insert the following clauses in subcontracts for commercial items:
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for contruction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

#### Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0228

MOD/AMD

Name of Offeror or Contractor: JLG INDUSTRIES, INC

- (ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);
- (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-84 52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

Page 25 of 27

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
- (b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-85 252.204-7004 ALTERNATE A

NOV/2003

As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

- (a) Definitions. As used in this clause--
- "Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"<u>Data Universal Numbering System (DUNS) number</u>" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"<u>Data Universal Numbering System +4 (DUNS+4) number"</u> means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
  - (2) The Contractor's CAGE code is in the CCR database; and
  - (3) The Government has validated all mandatory data fields and has marked the records "Active."

[End of Clause]

	CONTINUATION SHEET	Reference No. of Document Being Continued		Page 26 of 27
	CONTINUATION SHEET	PHN/SHN W56HZV-04-D-0228	MOD/AMD	
<del></del>	0.000 0 4			

Name of Offeror or Contractor: JLG INDUSTRIES, INC

I-86 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999 (TACOM)

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

#### Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0228

MOD/AMD

Page 27 of 27

Name of Offeror or Contractor: JLG INDUSTRIES, INC

SECTION J - LIST OF ATTACHMENTS

List of			Number	
Addenda	Title	Date	of Pages	Transmitted By
Exhibit A	CONTRACTOR PROGRESS, STATUS, & MGT REPORT CDRL A001 -	01-JUN-2004	002	EMAIL
	SCIENTIFIC AND TECHNICAL REPORTS (CAR & AWE) CDRL A002			
Attachment 001	ARMY TMS AND LUBE ORDERS			
Attachment 002	TB 42-0242 CARC SPOT PAINTING	01-JAN-1991		
Attachment 003	TACOM DELAYED DESERT DAMAGE TB 43-0221-2	15-JUN-1992		
Attachment 004	ATLAS FUNCTIONAL INSPECTION/TEST	09-FEB-2004		
Attachment 005	6000M FUNCTIONAL INSPECTION/TEST	18-MAR-1991		
Attachment 006	MANDATORY REPAIR PARTS LIST FOR ATLAS AND 6000M	05-AUG-2004	005	

PIIN/SIIN W56HZV-04-D-0228
MOD/AMD
ATT/EXH ID Attachment 001

PAGE 1

MOD/AMD

ATT/EXH ID Attachment 006

PAGE 1

#### MANDATORY REPAIR PARTS LIST AND CORE FOR ATLAS AND 6000M VEHICLES

TASK/ACTION	QTY	PART NUMBER
EXTERIOR OF FORKLIFT Check for all fluid leaks		
Check for obvious damage on all Welded components FOPS/ROPS, MLRS, Carriages Frame Tilt		
Check all exterior wiring and Connectors for damage		
Check boom hoses and electrical Cables are snug and not crossed		
TIRES, WHEELS AND FLEXIBLE BRAKE LINES Tire	4	8780039 (8780028 ON 6000M)
Check brake lines for wear		
HYDRAULIC/TANK RESERVOIR Check level in tank		
Change hydraulic oil fluid	75 gal.	8522038
Change filter	1	8320268 (8320247 ON 6000M)
RADIATOR		
Check for damage and level in overflow		
THERMOSTAT AND RADIATOR HOSES		
Bracket, Mounting	1	6603103
Hose, Preformed	1	6600133
Hose, Preformed	1	6600122
HYDRAULIC CYLINDERS		
Check for leaks and damage		
BATTERIES, BATTERY BOX AND CABLES		
Lead, Battery Cable	1	6617282
Lead, Battery Cable	1	6617301
Lead, Battery Cable	1	6617311
Battery	2	8270015
Lead, Battery Cable	1	6617272
Strap, Retaining	1	8342102
Cover, Battery	1	6604033
Retainer, Battery	1	6604072
Battery Box	1	6603983
Bolt, Battery Tie-Down	1	8304014
Catch, Clamping	1	8342103
Slave Receptacle	1	8220876
WINDOWS		
Check for damage		
SEAT AND SEATBELT		
Check for damage		

Check seat adjustment latch

Adjust suspension

#### WINDSHIELD WIPERS

Front Wiper Assembly

### PIIN/SIIN W56HZV-04-D-0228 MOD/AMD

ATT/EXH ID Attachment 006

PAGE 2

Parts Kit, Wiper	1	8866261
Arm, Wiper	1	8866305
Blade, Wiper	1	8866304
Motor	1	8866342
Gasket	1	8660007
Nozzle	1	6611732
Rear Wiper Assembly		
Motor Assembly	1	6611082
Nozzle	1	6611732
Blade, Wiper	1	8866252
Arm, Wiper	1	8866264
Wiper/Washer Assembly		
Washer Assembly	1	6611102
Hose	1	6620022
Hose	1	6620012
Tee	1	8430040
Hose	1	6279-0840
Resistor	1	886278
EXTERIOR LIGHTS		
Floodlight, Electric	2	8500040
Connector, Receptacle	1	8220880
Stop Light	2	8500038
Directional Light	2	8500048
Headlight	2	8500037
Light Parking	2	8500039
Blackout Light Switch Assembly	1	8223018
Spotlight	2	6609702
HORN AND BACK-UP HORN		
Alarm, Back-up	1	8270615
Switch, Back-up	1	8160620
Horn	1	8270623
INSTRUMENT PANEL AND CONTROLS		
Check for damage and function		
CVCMENC ODED AUTONAL		
SYSTEMS OPERATIONAL Check two wheel, four wheel and		
Crab steering functions		
Check service brake, boom, frame tilt		
And fork		
AIR TOTA		
TRANSMISSION		
Check oil levels, change transmission	5 75 gal	8522038
Filter	1	8320237
Check for contamination	-	0320237
oncon for concumination		
TRANSMISSION TEMPERATURE SWITCH, TEMPERATURE		
SENDER AND NEUTRAL SAFETY SWITCH		
Switch, Thermostatic	1	8468027
Switch, Safety Neutral	1	7006569
Transmitter, Temp	1	8223216
	_	
MONITOR ALL GAUGES AND WARNING LIGHTS		
DURING OPERATION		
AIR FILTERS		
Check air cleaner indicator		

1

8273016

Replace air cleaner intake

# PIIN/SIIN W56HZV-04-D-0228 MOD/AMD ATT/EXHID Attachment 006 PAGE 3

FUEL FILTERS AND WATER SEPARATOR	1	0200052
Replace primary and secondary filters	1	8320253
FUEL LEVEL SENDER	1	8320250
Indicator, Fuel	1	7060812
indicator, ruei	1	7000612
EXHAUST SYSTEMS		
Band, Retaining (2 Per)	2	8405606
Clamp, Loop (2 Per)	2	8275238
Pipe, Exhaust	1	6602562
Muffler, Exhaust	1	6600082
Pipe, Exhaust	1	6600102
PINTLE AND TOWER HOOKS		
Check for proper operation		
PAINT		
Check adhesion, bare spots, free of	1 gal.	3360264
Rust painted camouflage	1 gal.	3360265
	0.2 gal.	3360266
TUNI WATER GODDOGTON		
EVALUATE CORROSION		
Stage I		
Stage II		
Stage III		
Stage IV		
SPECIAL PURPOSE KITS		
Emergency Boom Lift/Retract Kit	1	6622013
Counterweight Removal Kit	1	6615484
5		
BOOM ELECTRICAL CABLE AND HYDRAULIC HOSES		
Check cable and hose adjustment		
Cable and Hoses	1	6602733 (6606842 ON 6000M)
Hose	2	2714322 (6605002 ON 6000M)
Hose	1	2714332 (6605012 ON 6000M)
FORK BUSHINGS AND WEAR PADS		
Check for excessive damage		
SERVICE BRAKES		
Check brake pads for wear		
Check rotors for grooves,		
Discoloration, cracks, and warpage*		
BOOM ASSEMBLY		
Chain, Extend	1	6623326 (1260380 ON 6000M)
Chain, Retract	1	6623327 (1260379 ON 6000M)
Attachment Valve Cover	1	6618583
Boom Wear Pads	8	7111572
Shims	16	7082362
Boom Wear Pads	18	7079572
Shims	12	7082362
Boom Pivot Pins	1	6601292
Pulley	1	6621443
Sheave	1	7063462
Insert, Wear Pad	61	7082311

BOOM CHAIN

Check boom chain tension

# PIIN/SIIN W56HZV-04-D-0228 MOD/AMD Attachment 006 PAGE 4

#### TRUCK, FORKLIFT

Perform annual safety inspections

Per Technical Bulletin TB 43-0221-2

Terrorm annual barety inspections		
Per Technical Bulletin TB 43-0221-2		
COOLANT MIXTURE CHECK		
Flush and service entire cooling system	8	8522016
Change heater hoses	1	6620492
	1	6620482
	1	6611802
ENGINE		
Tune-Up (Cummins Tech Service)	1	
Motor Mounts	3	8278007
ENGINE WATER TEMPERATURE AND OIL		
PRESSURE SENDER		
Transmitter, Engine	1	8468024 (8223215 ON 6000M)
Transmitter, Pressure	1	8468012 (8223510 ON 6000M)
CAB SOUND SUPPRESSION PANELS		
Insulation	1	6617542
HEATER/AC HEATER HOSES		
Hose	1	2714632 (NOT ON 6000M)
Receiver	1	6620452 (NOT ON 6000M)
Hose	1	2714622 (NOT ON 6000M)
Hose	1	2714612 (NOT ON 6000M)
Hose	1	2714642 (NOT ON 6000M)
V. Belt	1	8080209 (NOT ON 6000M)
Condenser	1	8180312 (NOT ON 6000M)
HEATER/AC MOUNTING AND AC HOSES		
Vent, Louver	1	6620082 (NOT ON 6000M)
Adapter, Louver Vent	1	6620462 (NOT ON 6000M)
Clip	1	6620971 (NOT ON 6000M)
Hose	1	6620102 (NOT ON 6000M)
Hose	1	6620112 (NOT ON 6000M)
Mounting Assembly	1	6620062 (NOT ON 6000M)
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HEATER HOSES, LINES AND FITTINGS		
Cock, Drain	1	8360005
Hose	1	6611802
Cock, Drain	1	8904001
ooon, brain	-	0301001
DATA PLATES, DECALS AND STENCILS		
Decal	1	6618903
Decal	1	6618723
Decal	1	6603472
Decal	1	6609722
Decal	1	6603822
Decal	1	6603652
Decal	1	6609692
Decal	1	6608672
Decal	1	6621532
Decal	1	6603722
Decal	1	6604192
	1	
Decal		6618732
Decal	1	6610002
Decal	1	6618762
Decal	1	6618831
Decal	1	6603632
Decal	1	6603463
Decal	1	6619931

# PIIN/SIIN W56HZV-04-D-0228 MOD/AMD Attachment 006 PAGE 5

Decal	1	6605711
Decal	1	6609472
Decal	1	6603371
Decal	1	6603832
Decal	1	6603672
Decal	1	6603562
Decal	1	6603551
Decal	1	6603702
Decal	1	6620952
Decal	1	6618982
Decal	1	6603192
Decal	1	6603182
Decal	1	6603882
Decal	1	6619942
Decal	1	6620892
Decal	1	6603862
Decal	1	6603872
Decal	1	6603571
Decal	1	6603452
Decal	1	6603482
Decal	1	6618842
Decal	1	6603581
Decal	1	6609731
Decal	1	6603591
Decal	1	6619062
ARMAMENT AND SIGHTING AND FIRE CONTROL		
Mount, Rifle Butt	1	6620973
Clamp, Locking, Recoil	1	6620962
DOOR SEAL		
Molding, Black	1	6620731
Floor Mat	1	6619213
Cap, Filler Opening	1	8520028
Filler Neck	1	6604481

FUNCTION TEST/GREENTAGGING

WASH VEHICLE

VEHICLE OFF-LOAD